

Terms and Conditions for Tax Free Savings Account



Home Bank is a wholly owned subsidiary of Home Trust Company. Home Bank is a member of the Canada Deposit Insurance Corporation and licensed to issue term deposits across Canada. Deposits to be invested in tax free savings accounts are taken in the form of guaranteed investment certificates. The term and interest rate of each product may vary or fluctuate and can be changed by the Issuer without notice. Home Bank is formed under the laws of Canada and is in the business of offering to the public its services as issuer and depository of, among other things, tax free savings accounts.

INTRODUCTION

This Agreement sets out the Terms and Conditions (the "Terms and Conditions") that apply to the investment of contributions to a tax free savings account ("TFSA") of which we are the Issuer of investment products, provided that each such investment (an "Investment") is and will continue at all material times to be a "qualified investment" for a TFSA for purposes of the *Income Tax Act* (Canada) (the "Act"). These Terms and Conditions for a TFSA govern the Investments of the TFSA. In these Terms and Conditions "we", "us", "our" or "Issuer" means Home Bank as set out on the Application Form. In these Terms and Conditions "representative" means an individual who is duly authorized to act on your behalf, including a deposit broker.

AGREEMENT

As the individual named on the application form (the "Application") as the applicant (the "Holder", "you" or "your") under a TFSA issued by us, you agree to the terms of this Agreement in respect of Investments to be made by the TFSA.

PRIVACY NOTICE

You consent to the collection of the personal information by us or your representative. You consent to the use, retention and disclosure of your personal information as is reasonably required in connection with the establishment and maintenance of an account in your name, to meet legal and regulatory requirements, for statistical, audit and security purposes, or for determining your eligibility for any other products or services to be offered in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust Company website at hometrust.ca.

INVESTMENT TERMS AND CONDITIONS

Subject to the Terms and Conditions of the TFSA and applicable law, we may invest the contributions to the TFSA and any income or gains of any nature whatsoever accrued, generated and realized on those Investments in our investment products. All Investments will be payable in Canadian Dollars. Investments by the TFSA, including any income or gains of any nature whatsoever accrued, generated and realized on those Investments, will be allocated to your account under the TFSA for the purpose of providing you with a savings vehicle.

1. Maturity of an Investment

On the maturity date of an Investment held by the TFSA (the "Investment Maturity Date") prior to the maturity of the TFSA, the principal amount of the Investment and any income or gains of any nature whatsoever accrued, generated and realized on the Investments will be reinvested in our investment products. Interest accrues in accordance with section 5 on the principal amount of an Investment from the date the Investment is made by the TFSA in the Investment to the applicable Investment Maturity Date, at the annual interest rate set by us.

2. Redeemability

The date of redemption of an Investment by the TFSA will be deemed to be the Investment Maturity Date of the Investment. Interest will accrue and be calculated in accordance with section 5, up to but not including the date of redemption.

3. Investment Maturity Instructions

You may provide instructions to us to reinvest an Investment at the Investment Maturity Date in accordance with these Terms and Conditions. Where you do not wish to have the proceeds of the Investment reinvested in accordance with section 1 of these Terms and Conditions, you must provide us or your Representative, a completed transfer form at least twenty (20) days prior to the applicable Investment Maturity Date.

4. No Investment Maturity Instructions

If instructions are not received by us in accordance with section 3, the Proceeds realized on an Investment Maturity Date may, at our discretion, be reinvested in another investment for the same term as the matured Investment at our then prevailing rate of interest for that term, provided that any such reinvestment may be cancelled if we receive a written request from you to cancel within ten (10) business days from the date of reinvestment. "Proceeds" in the case of a compound interest Investment shall mean the principal amount of the Investment together with all accrued interest in respect of the Investment, and in the case of all other Investments, shall mean only the principal amount of the Investment.

5. Interest

Interest is paid at the applicable interest rate for each year of Investment. The 1st year of investment is the Issue Date of the Investment (the "Issue Date") to the first anniversary of the Issue Date. The 2nd year of investment is the first anniversary to the second anniversary of the Issue Date. Subsequent years of investment are measured by anniversaries in like manner. For example, the 4th year of investment is the 3rd anniversary to the 4th anniversary of the Issue Date. Interest is calculated on the daily closing principal, and will be compounded annually.

6. Amendments

We may from time to time in our sole discretion amend these Terms and Conditions. You agree to amendments made when notice is given to you or your representative or in any other manner which we may determine from time to time.

7. Problem Resolution

We are committed to providing the best possible service to all of our customers. Holders with complaints or concerns should review Home Trust Company's Customer Complaint Procedures at hometrust.ca/complaint.aspx or contact us.

8. Registration and Certain Definitions

We are the issuer of a "qualifying arrangement" that is a "TFSA" as those terms are defined in subsection 146.2(2) of the Act, entered into with you, on the Terms and Conditions set out in the Application and the Terms and Conditions.

Subject to you having attained the age of majority, we will, in the form and manner prescribed by the Act and, if applicable, the provisions of any income tax legislation of the Province or Territory where you reside, register the qualifying arrangement as a tax free savings account for purposes of the Act. The Act (as it may be amended or replaced from time to time) the regulations thereunder, and such applicable provincial or territorial income tax legislation are collectively referred to in these Terms and Conditions as the "Applicable Tax legislation". The word "spouse" or "common-law partner" used herein has the meaning as used or defined in the Act as it may be amended or replaced from time to time. Any reference to "Successor Holder" means a "survivor", as that term is defined in subsection 146.2(1) of the Act, who is your spouse immediately before your death and who becomes the "holder" as defined by subsection 146.2(1) of the Act. Any reference to "Holder", "you" or "your" means the Holder or Successor Holder.

9. Purpose

The purpose of the TFSA is to provide you with a tax free savings vehicle. All funds contributed or transferred to the TFSA including all income, Investments, interest and gains, will be held in trust by us in accordance with the provisions of these Terms and Conditions and the Applicable Tax legislation. The TFSA is maintained for the exclusive benefit of you. As required under the Act, while there is a Holder, anyone that is not the Holder or the Issuer, is prohibited from having rights under the TFSA relating to the amount and timing of distributions and the investing of funds. The TFSA will comply with all conditions that are or may be prescribed under the Act for a "qualifying arrangement", as defined in subsection 146.2(2) of the Act. The TFSA is maintained for the exclusive benefit of you (determined without regard to any right of any person to receive payout out of or under the TFSA on or after your death).

10. Contributions

Only you may make contributions to the TFSA. Contributions can be deposited to the TFSA in a single payment or in periodic payments up to the maximum contribution limit permitted by the Act. You are responsible for determining the maximum permitted contribution to the TFSA in any tax year and ensuring that no contribution exceeds that maximum or creates or increases any "excess TFSA amount" as that term is defined in subsection 207.01(1) of the Act. No one other than you is permitted to make contributions to the TFSA.



Terms and Conditions for Tax Free Savings Account

11. Sources of Funds

As required by the Act, we are prohibited from borrowing money or other property for the purposes of the TFSA. All amounts transferred to the TFSA must come from:

- Another TFSA owned by you;
- A TFSA of which your spouse or common-law partner or former spouse or former common-law partner is the holder, provided that
 - (i) you and your spouse or common law partner are living separate and apart at the time of the transfer, and
 - (ii) the transfer is made under a decree, order or judgement of a competent tribunal or under a written separation agreement relating to a division of property between you and your spouse or common law partner in settlement of rights arising out of, or on the breakdown of marriage or common-law partnership; or
- Other sources that may be permitted from time to time by the Applicable Tax legislation.

12. Investments

Funds may be invested in any Investment that is acceptable to us. Instructions must be provided by you to us as to how the funds in the TFSA are to be invested. We may require such documentation in respect of any Investment or proposed Investment, as we, in our sole discretion, deem necessary. An agent, satisfactory to us may be appointed by you to give Investment directions to us which may be acted on by us without us incurring any liability. No one other than you or us has any rights under the TFSA relating to the amount and timing of distributions and investment of funds. Funds may be transferred from one Investment to another, provided it is permitted by the terms of the Investment, the terms of the TFSA and Applicable Tax legislation. We will hold legal ownership and possession of the Investments in the TFSA in trust and will exercise the powers of a legal owner with respect to that property. All income and gains earned or realized on the Investments in the TFSA, as well as any bonus declared, will be credited to the TFSA and reinvested. We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. We will not, however, be liable to you or any other person in respect of any tax, penalty, interest, or any loss or damages suffered or incurred by the TFSA, you or any other person in connection with the TFSA as a result of the acquisition, holding, transfer or disposition of any Investment.

13. Withdrawals

Payment out of or under the TFSA may be made to you to reduce the amount of tax otherwise payable by you under paragraphs 207.02 or 207.03 of the Act.

Payments out of the TFSA may be made at your request in satisfaction of all or part of your interest in the TFSA. We must receive payment instructions in a form acceptable to us before payments out of the TFSA are processed. In order to accommodate payment instructions, we may liquidate all or part of one or more of the Investments in the TFSA prior to the maturity date of the Investment(s); we assume no liability for any losses that may result.

14. Transfers

If directed to do so by you, we shall transfer all or any part of the property held in connection with the TFSA (or an amount equal to its value) to another tax free savings account held by you. In order to accommodate transfer directions, we may liquidate all or part of one or more of the Investments in the TFSA prior to the maturity date of the Investment(s); we assume no liability for any losses that may result.

We may make a transfer by remitting the Investment(s) held in the TFSA to the issuer of another tax free savings account held by you and we will provide all necessary information to such issuer. All transfers must be made in accordance with Applicable Tax legislation.

15. Estate Matters

You may designate your spouse or common-law partner as the Successor Holder of the TFSA in a will. Alternatively, in provinces or territories where it is allowed, you may designate a Successor Holder on a form acceptable to us and in accordance with applicable provincial legislation. If such a designation is made, you agree that the Successor Holder will acquire all of your rights as holder of the TFSA, including an unconditional right to revoke any beneficiary designation made, or similar direction imposed, by you under the TFSA or relating to property held in connection with the TFSA. In the event of your death where there is no Successor Holder, or a Successor Holder has not been designated, we shall, upon receipt of satisfactory evidence of your death, realize your interest in the TFSA. Subject to the deduction of all proper charges, including taxes, if any, required to

be withheld, the proceeds of such realization (the "Proceeds") shall be paid by us to your estate or to your beneficiary (where you are in a province or territory in which a holder of a tax free savings account may validly designate a beneficiary) upon furnishing us with such releases and other documents as may be required.

Designation

If permitted by applicable law and recognized by us for such purpose, you may designate one or more beneficiaries to receive the Proceeds in the event of your death. A beneficiary designation can only be made, altered or revoked by a Beneficiary Designation Form, dated and signed by you and delivered to us before any payment of the Proceeds is made. If more than one legally valid designation has been delivered to us and if such designations are inconsistent then, to the extent of such inconsistency, we shall make payment only in accordance with the designation bearing the latest execution date and such designation shall be determinative of any inconsistency. If (a) you have not designated a Successor Holder at the time a payment of the Proceeds is to be made, or (b) all beneficiaries who have been so designated predecease you, or (c) a beneficiary designation is not permitted under applicable provincial legislation, you will be deemed to have elected that such payment be made to your estate and the Proceeds will be paid to your legal personal representative(s). We must receive satisfactory evidence of your death and may require other releases or documents before payments out of the TFSA are processed.

Caution

The designation of a Successor Holder or a beneficiary for the TFSA will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common-law relationship. It will be your responsibility to revoke or change the designation, as applicable.

For Quebec

Where the laws of Quebec apply, a beneficiary designation made on the Beneficiary Designation Form cannot be given effect. A beneficiary designation will only be effective if made in a will or other written document that meets the requirements of a testamentary disposition under the laws of Quebec.

Payments

In all cases, the Proceeds will be subject to the withholding of any applicable tax and deduction of all proper charges. We shall be fully discharged from any further obligations and liability in connection with the TFSA upon payment being made in accordance with this provision even though such designation may be invalid as a testamentary instrument.

16. Proof of Information

You have certified the accuracy of all the information provided in the Application, including all birth dates. You have agreed to provide any further information required by us. As prescribed by the Act, you must be at least 18 years of age at the time this Agreement is entered into.

17. Fees and Expenses

We are entitled to receive fees and to recover all reasonable expenses for the administration of the TFSA. The fees associated with the TFSA will be disclosed at the time you apply for a TFSA. The fees may change from time to time and will be disclosed to you in writing at least sixty (60) days before the new fees go into effect. Any fees and expenses and those of any of our agents, as well as any applicable taxes relating to the TFSA may be deducted from the funds in the TFSA. Part of the TFSA may be held as cash to pay the fees and other expenses relating to the TFSA. To cover these fees and expenses, we may liquidate all or part of one or more of the Investments in the TFSA; we assume no liability for any losses that may result.

18. Amendments

From time to time, we may, in our discretion, amend these Terms and Conditions, with the concurrence of regulatory authorities or authorities administering the Applicable Tax legislation, if required. We will give you sixty (60) days notice in writing of material changes. No amendment will be made that would have the effect of disqualifying the TFSA as a "qualifying arrangement" that is a "tax free savings account" as defined for purposes of the Act. If an amendment is made for the purpose of satisfying a requirement imposed by the Applicable Tax legislation, the Agreement will be automatically amended without notice to you.

19. No Advantage

No "advantage", as defined under paragraph 207.01(1) of the Act in relation to the TFSA, may be extended to you, the TFSA, or any person with whom you are not dealing with at arm's length.



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20. Interest in TFSA as Security for a Loan

You may use your interest or right in the TFSA as security or loan or other indebtedness owed by you, provided that (i) such loan or indebtedness is not conditional in any way on the existence of the TFSA; (ii) the Terms and Conditions of such loan or indebtedness are Terms and Conditions that persons dealing at arm's length with each other would have entered into; (iii) the existence of such loan or other indebtedness does not result in any "advantage" as defined in paragraph 207.01(1) of the Act in relation to the TFSA; and (iv) none of the purposes for the use by you of your interest or right as security is to enable a person, other than you, or a partnership, to benefit from the exemption for tax of any amount under the TFSA.

21. Statement

An annual TFSA account statement for the TFSA will be delivered to you. If you do not receive an account statement you should contact us and/or your representative.

22. Appointment of Agent

We may appoint an agent to perform certain administrative duties relating to the operation of the TFSA. We acknowledge and confirm that if an agent is appointed, ultimate responsibility for administration of the TFSA remains with us.

All protections, limitations of liability and indemnifications given to us under these Terms and Conditions are also given to, and are for the benefit of such agent.

23. Notice

Any notice given to us will be sufficiently given if mailed, postage prepaid, addressed to us at the address indicated on the TFSA account statement and will be deemed to be given and received on the day such notice is received by us.

If we send you a notice, statement or receipt by mail, we consider that you have received it five (5) days after it has been postmarked by the post office and mailed to you at the last address we have in our records.

24. Indemnity

We are not responsible for any losses or damages incurred by the TFSA or you or any other person as a consequence of any reduction in the value of the TFSA, except if due to our own gross negligence, willful misconduct or lack of good faith. You and your respective heirs and personal representatives shall indemnify us and our directors, officers, agents and employees for any tax, penalties, or interest that may be imposed under the Applicable Tax legislation on us, whether by way of assessment, reassessment or otherwise, or any other charges levied or imposed on us by any governmental authority, upon or in respect of the TFSA or in respect of payments out of the TFSA or the purchase, sale or retention of any Investment; and we may be reimbursed for or may pay any such taxes, interest, penalties or charges out of the assets of the TFSA.

25. Branch of Account

For purposes of the Bank Act (Canada), the branch of account for the TFSA is the location indicated on the TFSA account statement. We may change the branch of account by giving written notice to you.

26. Governing Law and Submission to Jurisdiction

These Terms and Conditions are governed by Applicable Tax legislation, by the laws of the jurisdiction in Canada of your branch of account and the federal laws of Canada applicable in that jurisdiction. It is to be interpreted in accordance with those laws. If any part of these Terms and Conditions is found invalid or unenforceable, the validity or enforceability of the remaining provisions of these Terms and Conditions will not be affected. Without prejudice to the ability of any party to enforce these Terms and Conditions in any other proper jurisdiction, us and you irrevocably and unconditionally submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from these Terms and Conditions and the Application.

27. Instructions

Unless otherwise required to be in writing pursuant to these Terms and Conditions, instructions concerning the TFSA may be given in person at any of Home Bank's corporate offices, by telephone, through online banking (when available) or any other means provided by Home Bank. Any instructions given to us by telephone, online banking or other electronic means will be treated as if such instructions are written and signed instructions. A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

28. Language

The parties hereto have agreed that the TFSA be established in English. Les parties ont demandé que le régime soit rédigé en anglais.



Terms and Conditions for Retirement Savings Plan

Home Bank is a wholly owned subsidiary of Home Trust Company. Home Bank is a member of the Canada Deposit Insurance Corporation and licensed to issue term deposits across Canada. Deposits to be invested in retirement savings plans are taken in the form of guaranteed investment certificates. The term and interest rate of each product may vary or fluctuate and can be changed by the Issuer without notice. Home Bank is formed under the laws of Canada and is in the business of offering to the public their services as issuer and depository of, among other things, retirement savings plans.

INTRODUCTION

This Agreement sets out the terms and conditions (the "Terms and Conditions") that apply to the investment of contributions to a retirement savings plan ("RSP" (including a locked-in retirement savings plan) for products issued by us, provided that each such investment (an "Investment") is and will continue at all material times to be a "qualified investment" for an RSP for purposes the *Income Tax Act* (Canada) (the "Act"). These Terms and Conditions as registered with the Canada Revenue Agency govern the investments of the RSP. In these Terms and Conditions "we", "us", "our" or "Issuer" means Home Bank as set out on the Application Form. In these Terms and Conditions "representative" means an individual who is duly authorized to act on your behalf, including a deposit broker.

AGREEMENT

As the Annuitant under an RSP issued by Home Bank, you agree to the terms of this Agreement in respect of Investments to be made by the RSP, provided that such Investments are, and continue to be at all material times, a "qualified investment" for an RSP for purposes of the Act.

PRIVACY NOTICE

You consent to the collection of your personal information by us and/or your representative, if applicable. You consent to the use, retention and disclosure of your personal information as is reasonably required in connection with the establishment and maintenance of an account in your name, to meet legal and regulatory requirements, for statistical, audit and security purposes, or for determining your eligibility for any other products or services to be offered in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust Company website at hometrusted.ca.

INVESTMENT TERMS AND CONDITIONS

Subject to the Terms and Conditions of the RSP and applicable law, we may invest the contributions to the RSP and any income or gains of any nature whatsoever accrued, generated and realized on those investments in our investment products. All Investments will be payable in Canadian Dollars. Investments by the RSP, including any income or gains of any nature whatsoever accrued, generated and realized on those Investments, will be allocated to your account under the RSP for the purpose of providing you with a retirement income.

1. Maturity of an Investment

On the maturity date of an Investment held by the RSP (the "Investment Maturity Date") prior to the maturity of the RSP, the principal amount of the Investment and any income or gains of any nature whatsoever accrued, generated and realized on the Investments will be reinvested in our investment products. Interest accrues in accordance with section 5 on the principal amount of an Investment from the date the investment is made by the RSP in the Investment to the applicable Investment Maturity Date, at the annual interest rate we set.

2. Redeemability

The date of redemption of an Investment by the RSP will be deemed to be the Investment Maturity Date of the Investment. Interest will accrue and be calculated in accordance with section 5, up to but not including the date of redemption.

3. Investment Maturity Instructions

You may provide instructions to us to reinvest an Investment at the Investment Maturity Date in accordance with these Terms and Conditions. Where you do not wish to have the proceeds of the Investment reinvested in accordance with section 1 of these Terms and Conditions, you must provide us or your Representative, a completed transfer form at least twenty (20) days prior to the applicable Investment Maturity Date.

4. No Investment Maturity Instructions

If instructions are not received by us in accordance with section 3, the Proceeds realized on an Investment Maturity Date may, at our discretion, be reinvested in another Investment for the same term as the matured Investment at our then prevailing rate of interest for that term, provided that any such reinvestment may be cancelled if we receive a written request from you to cancel within ten

(10) business days from the date of reinvestment. "Proceeds" in the case of a compound interest Investment shall mean the principal amount of the Investment together with all accrued interest in respect of the Investment, and in the case of all other Investments, shall mean only the principal amount of the Investment.

5. Interest

Interest is paid at the applicable interest rate for each year of investment. The 1st year of investment is the issue date of the Investment (the "Issue Date") to the first anniversary of the Issue Date. The 2nd year of investment is the first anniversary to the second anniversary of the Issue Date. Subsequent years of investment are measured by anniversaries in like manner. For example, the 4th Year of Investment is the 3rd anniversary to the 4th anniversary of the Issue Date. Interest is calculated on the daily closing principal, and will be compounded annually.

6. Amendments

We may from time to time in our sole discretion amend these Terms and Conditions. You agree to amendments made when notice is given to you or your representative, if applicable, or in any other manner which we may determine from time to time.

7. Problem Resolution

We are committed to providing the best possible service to all of our customers.

Annuitants with complaints or concerns should review Home Trust Company's Customer Complaint Procedures at hometrusted.ca/complaint.aspx or contact us.

8. Definitions

The following definitions apply to the Home Bank retirement savings plan ("Plan"):

"Act" means the Income Tax Act (Canada) and regulations thereunder.

"Agent" means the person or persons to whom we delegate certain duties under the Plan in accordance with section 11.3 of these Terms and Conditions.

"Annuitant" has the meaning set out in subsection 146(1) of the Act.

"Applicable Tax Legislation" includes the Act and any other applicable income tax legislation in the province or territory indicated by the Annuitant's address in the Application Form.

"Applicable Law" pertains to any securities, pension or investment legislation in the province indicated by the Annuitant's address in the Application Form.

"Application Form" means the application form completed by you for enrollment in the Plan.

"Beneficiary" means the person or persons you designated in writing to receive the Proceeds payable under the Plan in the event of your death prior to the maturity of the Plan.

"Contribution" means any amount paid into the Plan.

"Contributor" means the individual, usually the Annuitant or the Annuitant's Spouse, who contributes to the Plan.

"Investments" are the assets of the Plan that are invested in deposits.

"Maturity Date" is the date chosen by you for the commencement of a Retirement Income. This date shall not be later than December 31 of the calendar year in which you attain seventy-one (71) years of age.

"Plan Assets" consists of the assets that include the Contributions, Investments and net accumulated income, interest and capital gains less any withdrawals, expenses and taxes paid out.

"Plan Documents" consists of the Application Form and these Terms and Conditions and the addendum or addenda thereto, where applicable.

"Proceeds" means the cash received from the sale of Plan Assets, net of selling costs and commissions.

"Retirement Income" has the meaning set out in subsection 146(1) of the Act.

"Spouse" and "Spousal" shall include the terms "spouse", "spousal" and "common-law partner" as defined in the Act. If there is a difference in the definition between statutes of the Applicable Tax Legislation, the Act's definition shall prevail.

The defined terms should be interpreted in either plural or singular form wherever appropriate. Any reference herein to one gender includes both genders.

9. Plan Setup

9.1 Purpose

The purpose of the Plan is to provide you with a retirement savings vehicle. The Plan Assets shall be held until the Maturity Date to provide you a retirement income, subject to the transfer provisions in these Terms and Conditions.



Terms and Conditions for Retirement Savings Plan

9.2 Registration

We will apply for registration of the Plan with the relevant taxation authorities pursuant to the Applicable Tax Legislation.

9.3 Personal Information

You will furnish proof of any information, including proof of your age and social insurance number and that of your Spouse, if applicable, when required by us. You agree that your social insurance number may be used for administrative purposes.

It is your responsibility to keep us advised at all times of any changes in personal information and address.

9.4 Beneficiary Designation

If permitted by Applicable Law and recognized by us for such purpose, you may designate one or more Beneficiaries to receive the Proceeds payable under this Plan in the event of your death prior to the maturity of the Plan.

The Proceeds, subject to the withholding of any income taxes and deduction of all other charges, will be paid into your estate if:

- (a) no Beneficiary has been, so designated; or
- (b) all such Beneficiaries predecease you; or
- (c) all such Beneficiaries are deemed under any Applicable Law to have disclaimed the right to receive a payment under the Plan.

A beneficiary designation can only be made, changed or revoked by a written notice in a form acceptable to us, which adequately identifies this Plan and is signed by you. The effective date of the notice shall be the later of the date received by us or a date specified by the notice.

If more than one form has been delivered or the forms are inconsistent, we will honour the form with the latest signature date. We are discharged of any liability under these Terms and Conditions when the Proceeds are paid or the Plan Assets are transferred to the Beneficiary, although the designation may be invalid as a testamentary instrument.

For Quebec

Where the laws of Quebec apply, a beneficiary designation made on the Beneficiary designation form cannot be given effect. A beneficiary designation will only be effective if made in a will or other written document that meets the requirements of a testamentary disposition under the laws of Quebec.

Caution

The designation of a beneficiary for the Plan will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common law relationship. It will be your responsibility to revoke or change the designation, as applicable.

9.5 Heirs, Executors & Assigns

The terms of the Plan Documents will be binding upon you and any Beneficiary, and the heirs, executors, administrators and assigns of you, any Beneficiary and upon our successors and assigns.

9.6 Prohibitions

No advantage that is conditional in any way on the existence of this Plan may be extended to you or any person with whom you do not deal at arm's length other than those advantages or benefits which may be permitted from time to time under Applicable Tax Legislation. In particular, no "advantage", as that term is defined in section 207.01 of the Act may be extended to you or any person with whom you do not deal at arm's length. You shall not engage in any transaction, investment, payment or transfer which is or may be an "advantage", an "RRSP strip" or a "swap transaction" as those terms are defined in subsection 207.01(1) of the Act. We will not make any payments out of the Plan except those specifically permitted under the provisions of these Terms and Conditions, or the Act or required by Tax Legislation or Applicable Law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Act, or such other payment or transfer which is or may be prohibited under Applicable Tax Legislation, or such other payment or transfer which is or may be prohibited or penalized under Applicable Tax Legislation.

We have no right of offset on the property held under the Plan in connection with any debt or obligation, outside these Terms and Conditions, owing to us.

The property held under the Plan cannot be pledged, assigned or in any way alienated as security for a loan or for any purpose other than that of providing for you and, as applicable, to your Spouse, commencing at maturity of the Plan, a Retirement Income. Any such pledge, assignment or alienation is void.

Except where permitted by law, the Plan Assets may not be used to satisfy a judgment against you and cannot be seized or attached.

10. Plan Operation

10.1 Contributions

The Contributor may make Contributions to the Plan in such amounts as are permitted by Applicable Tax Legislation, as may be permitted in our sole discretion. We may determine a minimum contribution amount under the Plan and may change that amount from time to time. No Contributions can be made after the maturity of the Plan.

10.2 Transfers into the Plan

Amounts may be transferred to the Plan from registered pension plans, other registered retirement savings plans and such other sources as may be permitted from time to time under Applicable Tax Legislation. In the case of such transfers, the Plan may be subject to additional Terms and Conditions, including the "locking-in" of amounts transferred from registered pension plans in order to complete the transfer in accordance with Applicable Tax Legislation and Applicable Law. If the Plan holds assets representing a transfer of locked-in assets, the Plan shall also be governed by the appropriate locked-in addendum and you agree to be bound by such addendum. Subject to Applicable Tax Legislation, the provisions of the locked-in addendum will take precedence over the provisions of these Terms and Conditions in the case of conflicting or inconsistent provisions. Locked-in assets will be administered in a separate account which contains only locked-in assets.

10.3 Investment

On your instruction or any person designated by you to us and any person, purporting to be you or a person designated by you, the Investments shall be invested and reinvested by us. Unless otherwise specified, where an Investment has a maturity date and you have not, prior to that maturity date of the Investment provided us with instructions regarding the investment of the Proceeds of such Investment, we will automatically reinvest such Proceeds in the same type of investment, for the same term as it was last invested, at the annual interest rate then applicable to the new investment.

We may decline to act on any verbal or electronically transmitted direction if we have any doubt that the direction has been properly authorized or accurately transmitted.

It is your responsibility to ensure that any Investment is permitted under the Applicable Tax Legislation and does not result in any taxes or penalties being imposed thereunder.

We may hold any uninvested cash in our own deposit products and shall pay interest on the uninvested cash at such rates, as we alone shall determine.

10.4 Accounts

We will maintain an account in your name showing all Contributions made to the Plan and all other transactions made at your direction. We shall forward to you, at least annually, an account statement. If an account statement is not received, you should contact us or your representative, if applicable.

We shall provide you and, where applicable, your Spouse, with appropriate information slips for income tax purposes for all Contributions made to the Plan and such other information regarding the Plan as may be required under Applicable Tax Legislation.

10.5 Ownership

We may hold any Investments in our own name, in the name of our nominee, in bearer form or in such other name as we may determine. We may generally exercise the power of an owner with respect to all stocks, bonds, mortgages or securities held by us for the Plan, including the right to vote or give proxies to vote in respect thereof and to pay any assessment, taxes or charges in connection therewith or the income or capital gains derived therefrom.

If you express in writing to us to exercise the powers of an owner, you will be appointed as an agent and attorney to exercise and deliver proxies and/or other instruments according to Applicable Law.

10.6 Refund of Excess Contributions

It is the responsibility of the Contributor to ensure that no Contribution exceeds the maximum permitted deduction under the Applicable Tax Legislation.

We, upon receipt of an application in the prescribed form from the Contributor, shall refund an amount as provided in the Applicable Tax Legislation, to reduce the tax that would otherwise be payable under Part X.1 of the Act.

In the absence of any directions from you, we, at our sole discretion, may liquidate Investments held under the Plan, to the extent deemed necessary for that purpose.



Terms and Conditions for Retirement Savings Plan

10.7 Withdrawals

You may, by written direction at any time prior to the provision of a Retirement Income and upon 30 days written notice to us (or upon such shorter period of notice as we in our sole discretion may permit), request us to distribute to you, subject to any required withholding in respect of taxes or other charges, all or part of the Plan Assets. We may liquidate any Investments to the extent deemed necessary for that purpose. In no event will any such payment exceed the value of the Plan Assets immediately before the time of payment.

No benefit shall be paid to you prior to the Maturity Date, other than a refund of premiums or a payment to you.

10.8 Retirement Income

You will provide written instructions to us and any necessary documentation required by us to use the Plan Assets for the provision of a Retirement Income commencing on the Maturity Date, by means of:

- (a) an annuity with or without a guaranteed term not exceeding the period of time calculated according to the formula in paragraph (b) below payable to:
 - (i) you for your life or,
 - (ii) if you so designate, to you for the lives jointly of you and your Spouse and to the survivor of them for their life;
- (b) an annuity in accordance with the Applicable Tax Legislation payable to:
 - (i) you, or
 - (ii) you for the your life and to your Spouse after your death, for a term of years equal to 90 minus either the age in whole years of you at the maturity of the Plan, or where your Spouse is younger than you and you so elect, the age in whole years of your Spouse at the maturity of the Plan;
- (c) a Retirement Income fund registered in accordance with the Applicable Tax Legislation.

Such retirement income:

- (a) may not be assigned in whole or in part;
- (b) may be integrated with any old age security pension;
- (c) may be increased in whole or in part to reflect increases in the Consumer Price Index (as defined in Applicable Tax Legislation), or at any other rate permitted under subparagraph 146(3)(b)(iv) of the Act as may be specified in the annuity;
- (d) may be increased or reduced in any manner permitted by Applicable Tax Legislation;
- (e) will provide for equal annual or more frequent periodic payments until there is a payment in full or partial commutation of the annuity, and, where there is partial commutation, provide for equal annual or more frequent periodic payments thereafter;
- (f) shall not provide for periodic payments in a year under an annuity after the death of the first Annuitant where the total payments exceed the payments to be made in a year before his/her death;
- (g) will provide for commutation if the annuity would become payable to a person other than you or, upon your death, to your Spouse.

After the Maturity Date, no benefit shall be paid to you except in the form of Retirement Income, in the form of full or partial commutation of Retirement Income under the Plan, or in respect of a commutation provided for in the Applicable Tax Legislation.

Where you fail to instruct us by the Maturity Date with respect to the Retirement Income to be provided, we will transfer the Plan Assets to a retirement income fund. You hereby appoint us as your attorney in fact to execute or complete any necessary documentation regarding such transfer and agrees to be bound by such documentation.

Upon execution of the actions provided for above, we shall be released and discharged from any obligations we have in connection with the Plan.

10.9 Transfer to a registered pension plan or registered retirement savings plan or registered retirement income fund:

You may by written direction at any time prior to the provision of a Retirement Income or upon such notice period as we may in our sole discretion permit, request that we amend the Plan pursuant to the Applicable Tax Legislation to transfer all or such portion of the property of the Plan to a pension plan or the issuer of another registered retirement savings plan or carrier of a registered retirement income fund under which you are the planholder.

If we are directed by you to transfer an Investment to a registered retirement income fund (a "RRIF") pursuant to subsection 146(16) of the Act, and the

investment has a maturity date which is later than the date of transfer, we will, in our sole discretion, (i) transfer the Investment plus accrued interest to the RRIF pursuant to section 146(16) of the Act and the corresponding provisions of any other Applicable Tax Legislation prior to the Maturity Date; or (ii) liquidate the Investment and transfer the Proceeds of such redemption to the RRIF. For greater certainty, we will redeem a non-redeemable Investment prior to maturity only if the Investment is not eligible under Applicable Tax Legislation or other applicable law to be transferred to the RRIF on a tax-deferred basis, or we determine, in our discretion, that such redemption is necessary or appropriate in the circumstances. The choice of retirement income fund to which the transfer is made will be at the sole discretion of us, subject only to the requirement that such RRIF be accepted for registration by Canada Revenue Agency under subsection 146.3(2) of the Act. Without limiting the generality of the foregoing, we, Home Bank or an affiliate of Home Bank may be the carrier of the RRIF.

We shall promptly take all steps necessary to effect such transfer including the deduction of any fees to which we may be entitled and taxes, which may be required to be withheld. Upon such transfer, we will have no liability to you with respect to the assets of the Plan so transferred or with respect to any other obligations relating thereto.

10.10 Death of Annuitant

In the event of your death prior to the provision of a Retirement Income, we will, upon receipt of satisfactory evidence of death and of the persons or persons entitled to the Proceeds and such releases and other documents as we may reasonably require, realize the Investments and distribute the Plan Assets to the Beneficiary or in the absence of such designation, to your legal personal representatives.

Any payment or distribution is subject to withholding of such taxes as may be required, to deduction of fees and other amounts to which we may be entitled, to compliance with Applicable Tax Legislation and Applicable Law and to such other reasonable requirements as we may impose.

We will be fully discharged from all of our obligations in respect of the Plan upon payment to your legal personal representatives or the Beneficiary designated under the latest designation of which we have actual notice at the time of payment.

10.11 Locked-in retirement accounts

If the Plan is a "locked-in" plan or similar arrangement governed by any Applicable Law regarding pensions, you must sign an Addendum that contains terms relating to the pension legislation.

Certain terms override terms of this Plan, however, if there a conflict between the applicable pension legislation and the Applicable Tax Legislation, we will not contravene the Applicable Tax Legislation or do anything, which may result in a tax liability to us.

If locked-in assets have been transferred to the Plan in accordance with applicable pension legislation, such assets cannot be transferred to life income fund or locked-in retirement income fund, because we and our affiliates do not administer such funds.

10.12 Marriage or Common-Law Partnership Breakdown

In the event of a breakdown of marriage or common-law partnership between you and your Spouse, any entitlement hereunder shall be subject to the laws of the appropriate jurisdiction relating to the distribution of property of Spouses on the breakdown of marriage or common-law partnership and subject to the Applicable Tax Legislation. If your Spouse or former Spouse is entitled to an amount under a decree, order or judgment of a competent tribunal or a under a written agreement that relates to a division of property in settlement of a breakdown of marriage or common-law partnership, we may, prior to the Maturity Date, transfer that amount directly to a registered retirement savings plan or registered retirement income fund of your Spouse or former Spouse in accordance with subsection 146(16) of the Act.

11. Plan Administration

11.1 Amendments

We may from time to time at our discretion, amend the Plan Documents with the concurrence of the authorities administering the Applicable Tax Legislation, if required, and by giving thirty (30) days' notice in writing to you; provided, however, that any such amendments will not disqualify the Plan as a registered retirement savings plan within the meaning of Applicable Tax Legislation.

Notwithstanding the foregoing, any amendment of the Plan that is necessary to ensure compliance with the Applicable Tax Legislation may be made by us and shall be effective without notice thereof by us to you.



Terms and Conditions for Retirement Savings Plan

11.2 Issuer powers to liquidate

We may liquidate Investments or may debit any of your accounts, notwithstanding that such account may thereby become overdrawn, to provide for payment of:

- (a) taxes required to be withheld,
- (b) our fees, expenses and disbursements; and
- (c) any other liabilities incurred by us arising out of or with respect to any of the Investments or anything done under the Plan Documents.

If you fail to direct us as to which Investments to liquidate or if any Investment so directed cannot be readily liquidated, we may sell such Investments of the Plan as we, in our sole discretion, determines is appropriate. If we are required to exercise such discretion, we may make an additional charge against the Plan.

11.3 Delegation

When executing Investment transactions, we may in our sole discretion, engage the services of investment dealers or brokers registered under the Applicable Law or our affiliates or subsidiaries to the extent that they are authorized by Applicable Law to engage in all or part of the trading activity.

Without detracting in any way from our responsibility, we may appoint agents and may delegate to the agents the performance of administrative, transactional or other duties under these Terms and Conditions. We may engage accountants, lawyers, registered brokers or others and may rely on their advice and services. We may pay to any advisor or agent all or part of the fees received under the provisions of these Terms and Conditions.

We may engage one or more Canadian chartered banks or trust companies, investment dealers or registered brokers as a depository to hold some or all of the Plan Assets, provided that the depository may not offset against the Plan Assets, any debt or obligation owing to the depository. The Terms and Conditions of the engagement will comply with the Applicable Law.

Notwithstanding the foregoing, we acknowledge and confirm that the ultimate responsibility for the administration of the Plan remains with us.

11.4 Issuer's Compensation

We will be entitled to compensation for our services and reimbursement of disbursements hereunder in accordance with the fee schedule provided to you, as it may from time to time be amended. We shall give you at least sixty (60) days' prior notice of amendments to such schedule. All fees and reimbursement of disbursements provided for hereunder may be charged against and deducted from the assets of the Plan at such time or times during each year as we may, in our absolute discretion, determine. Part of the Plan may be held as cash to pay the fees and other expenses relating to the Plan.

11.5 Limitation on Issuer Liability

You, any Beneficiary and your and their respective heirs, executors, personal representatives and assigns, if any, will at all times indemnify us and save us harmless in respect of:

- (a) any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan;
- (b) all expenses, liabilities, claims and demands (including legal expenses on a solicitor/client basis), incurred by us in performing our duties under the Plan Documents other than as the result of our gross negligence or willful misconduct; or
- (c) any losses incurred by the Plan or us as a result of the purchase, sale or retention of any Investment, including, without limitation:
 - (i) the purchase of non-qualified investments and prohibited investments,
 - (ii) the liquidation of investments by us, and as a result of payments out of the Plan, including, without limitation, payments made to a non-resident Annuitant or Beneficiary under the Plan.

We may be reimbursed for or may pay any such taxes out of the Plan Assets, as we, in our absolute discretion, deem expedient.

Such amounts not recovered from the Plan will be paid to us forthwith upon written notice requesting such payment.

We shall not be liable for ascertaining whether any investment made on your direction is or remains a "qualified investment" for a registered retirement savings plan under the Applicable Tax Legislation, or whether any such property is not and continues not to be a "prohibited investment" under the Applicable Tax Legislation, or for any tax payable by you in respect of any non-qualified investment or by the Plan.

11.6 Instructions

Unless otherwise required to be in writing pursuant to these Terms and Conditions, instructions concerning the RSP may be given in person at any of Home Bank's corporate offices, by telephone, through online banking (when available) or any other means provided by Home Bank. Any instructions given to us by telephone, online banking or other electronic means will be treated as if such instructions are written and signed instructions. A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

11.7 Notices

For the purposes hereof:

- (a) Notice given by us shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to you at the address shown on the Application or in such other Plan records as are reasonably accessible to us, and shall be deemed to have been received at the time of delivery or four business days after such mailing.
- (b) Notice given by you shall be considered sufficient if delivered personally, or mailed postage prepaid, to us at our principal office in the City of Toronto, in the Province of Ontario or to any other address as we may advise in writing, and shall be deemed to have been received by us when actually received by us.

11.8 Governing Law

This Plan is governed by and construed in accordance with the laws of the province or territory where you reside and the laws of Canada applicable therein.

11.9 Submission to Jurisdiction

Without prejudice to the ability of any party to enforce the Plan Documents in any other proper jurisdiction, we and you irrevocably and unconditionally submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from these Terms and Conditions.

11.10 Language

The parties hereto have agreed that the Plan be established in English. Les parties ont demandé que le régime soit rédigé en anglais.



Terms and Conditions for Retirement Income Fund

Home Bank is a wholly owned subsidiary of Home Trust Company. Home Bank is a member of the Canada Deposit Insurance Corporation and licensed to issue term deposits across Canada. Deposits to be invested in registered retirement income funds are taken in the form of guaranteed investment certificates. The term and interest rate of each product may vary or fluctuate and can be changed by the Issuer without notice. Home Bank is formed under the laws of Canada and is in the business of offering to the public its services as issuer and depository of, among other things, retirement income funds.

INTRODUCTION

This Agreement sets out the terms and conditions (the "Terms and Conditions") that apply to the investment of contributions to a retirement income fund ("RIF") for products issued by us, provided that each such investment (an "Investment") is and will continue at all material times to be a "qualified investment" for a RIF for purposes the *Income Tax Act* (Canada) (the "Act"). These Terms and Conditions as registered with the Canada Revenue Agency govern the investments of the RIF. In these Terms and Conditions "we", "us", "our" or "Issuer" means Home Bank as set out on the Application Form. In these Terms and Conditions "representative" means an individual who is duly authorized to act on your behalf, including a deposit broker.

AGREEMENT

As the Annuitant under a RIF issued by Home Bank, you agree to the terms of this Agreement in respect of Investments to be made by the RIF, provided that such Investments are, and continue to be at all material times, a "qualified investment" for a RIF for purposes of the Act.

PRIVACY NOTICE

You consent to the collection of the personal information by us and/or your representative. You consent to the use, retention and disclosure of your personal information as is reasonably required in connection with the establishment and maintenance of an account in your name, to meet legal and regulatory requirements, for statistical, audit and security purposes, or for determining your eligibility for any other products or services to be offered in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust Company website at hometrust.ca.

INVESTMENT TERMS AND CONDITIONS

Subject to the Terms and Conditions of the RIF and applicable law, we may invest the contributions to the RIF and any income or gains of any nature whatsoever accrued, generated and realized on those investments in our investment products.

All Investments will be payable in Canadian Dollars. Investments by the RIF, including any income or gains of any nature whatsoever accrued, generated and realized on those Investments, will be allocated to your account under the RIF for the purpose of providing you with a retirement income.

1. Maturity of an Investment

On the maturity date of an Investment held by the RIF (the "Investment Maturity Date") prior to the maturity of the RIF, the principal amount of the Investment and any income or gains of any nature whatsoever accrued, generated and realized on the Investments will be reinvested in our investment products. Interest accrues in accordance with section 5 on the principal amount of an Investment from the date the investment is made by the RIF in the Investment to the applicable Investment Maturity Date, at the annual interest rate we set.

2. Redeemability

The date of redemption of an Investment by the RIF will be deemed to be the Investment Maturity Date of the Investment. Interest will accrue and be calculated in accordance with section 5, up to but not including the date of redemption.

3. Investment Maturity Instructions

You may provide instructions to us to reinvest an Investment at the Investment Maturity Date in accordance with these Terms and Conditions. Where you do not wish to have the proceeds of the Investment reinvested in accordance with section 1 of these Terms and Conditions, you must provide us or your Representative, a completed transfer form at least twenty (20) days prior to the applicable Investment Maturity Date.

4. No Investment Maturity Instructions

If instructions are not received by us in accordance with section 3, the Proceeds realized on an Investment Maturity Date may, at our discretion, be reinvested in another Investment for the same term as the matured Investment at our then prevailing rate of interest for that term, provided that any such reinvestment

may be cancelled if we receive a written request from you to cancel within ten (10) business days from the date of reinvestment. "Proceeds" in the case of a compound interest Investment shall mean the principal amount of the Investment together with all accrued interest in respect of the Investment, and in the case of all other Investments, shall mean only the principal amount of the Investment.

5. Interest

Interest is paid at the applicable interest rate for each year of investment. The 1st year of investment is the issue date of the Investment (the "Issue Date") to the first anniversary of the Issue Date. The 2nd year of investment is the first anniversary to the second anniversary of the Issue Date. Subsequent years of investment are measured by anniversaries in like manner. For example, the 4th Year of Investment is the 3rd anniversary to the 4th anniversary of the Issue Date. Interest is calculated on the daily closing principal, and will be compounded annually.

6. Amendments

We may from time to time in our sole discretion amend these Terms and Conditions. You agree to amendments made when notice is given to you or your representative or in any other manner which we may determine from time to time.

7. Problem Resolution

We are committed to providing the best possible service to all of our customers. Annuitants with complaints or concerns should review Home Trust Company's Customer Complaint Procedures at hometrust.ca/complaint.aspx or contact us.

8. Definitions

For capitalized terms that are not otherwise defined in these Terms and Conditions, the following definitions apply to the Home Bank retirement income fund (the "Plan"):

"Act" means the *Income Tax Act* (Canada) and regulations thereunder.

"Agent" means the person or persons to whom we delegate certain duties under the Plan in accordance with section 11.2 of these Terms and Conditions.

"Annual Minimum Payment" means the minimum calculated amount that must be paid out of the Plan as defined in the Applicable Tax Legislation for the age of the Annuitant or if elected, the Annuitant's Spouse, except for the first year of the Plan, where the payment is zero.

"Annuitant", "you" or "your" means the person whose name is indicated as the Annuitant in the Application Form and, after the Annuitant's death, the surviving Spouse as provided under the definition of the term "annuitant" under subsection 146.3(1) of the Act (such surviving Spouse referred to as the "Successor Annuitant").

"Applicable Tax Legislation" includes the Act and any other applicable income tax legislation in the province or territory indicated as your address in the Application Form.

"Applicable Law" pertains to any securities, pension or investment legislation in the province indicated as your address in the Application Form.

"Application Form" means the application form you completed for enrollment in the Plan.

"Beneficiary" means the person or persons you designated in writing to receive the Proceeds payable under the Plan in the event of your death.

"Investments" are the assets of the Plan that are invested in deposits.

"Plan Assets" consists of the assets that include the Investments and net accumulated income, interest and capital gains less any withdrawals, expenses and taxes paid out.

"Proceeds" means the cash received from the sale of Plan Assets, net of selling costs and commissions.

"Plan Documents" consists of the Application Form, and these Terms and Conditions and the addendum or addenda thereto, where applicable.

"Retirement Income" has the meaning as set out in the Applicable Tax Legislation.

"Spouse" and "Spousal" shall include the terms "spouse", "spousal" and "common-law partner" as recognized in the Act. If there is a difference in the meaning between statutes of the Applicable Tax Legislation, the Act's definition shall prevail.

The defined terms should be interpreted in either plural or singular form wherever appropriate. Any reference herein to one gender includes both genders.



Terms and Conditions for Retirement Income Fund

9. Plan Setup

9.1 Purpose

The purpose of the Plan is to provide you with retirement income. Payments will be made to you, or in certain circumstances, after your death, to the Successor Annuitant as consideration for the Plan Assets.

9.2 Registration

We will apply for registration of the Plan with the relevant taxation authorities pursuant to the Applicable Tax Legislation.

9.3 Personal Information

You will furnish proof of any information, including your age and social insurance number and that of your Spouse, if applicable, when required by us. You agree that your social insurance number may be used for administrative purposes.

It is your responsibility to keep us advised, in writing, at all times of any changes in personal information and address.

9.4 Designation of Successor Annuitant or Beneficiary

If permitted by Applicable Law and recognized by us for such purpose, you may designate your Spouse as Successor Annuitant or one or more Beneficiaries to receive the Proceeds payable under this Plan in the event of your death.

The Proceeds, subject to the withholding of any income taxes and deduction of all other charges, will be paid into your estate if:

- (a) no Successor Annuitant or Beneficiary has been so designated; or
- (b) all such Beneficiaries predecease you; or
- (c) all such Beneficiaries are deemed under any Applicable Law to have disclaimed the right to receive a payment under the Plan.

Such designation can only be made, changed or revoked by a written notice in a form acceptable to us, which adequately identifies this Plan and is signed by you. The effective date of the notice shall be the later of the date received by us or a date specified by the notice.

If more than one form has been delivered or the forms are inconsistent, we will honour the form with the latest signature date. We are discharged of any liability under these Terms and Conditions when the Proceeds are paid or the Plan Assets are transferred to the Successor Annuitant or Beneficiary, although the designation may not meet the requirements for a testamentary instrument under Applicable Law.

For Quebec

Where the laws of Quebec apply, a beneficiary designation made on the Beneficiary designation form cannot be given effect. A beneficiary designation will only be effective if made in a will or other written document that meets the requirements of a testamentary disposition under the laws of Quebec.

Caution

The designation of a beneficiary for the Plan will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common law relationship. It will be your responsibility to revoke or change the designation, as applicable.

9.5 Heirs, Executors & Assigns

The terms of the Plan Documents will be binding upon you and any Successor Annuitant or Beneficiary, and the heirs, executors, administrators and assigns of you, the Successor Annuitant or Beneficiary and upon our successors and assigns.

9.6 Prohibitions

No advantage that is conditional in any way on the existence of this Plan may be extended to you or any person with whom you do not deal at arm's length other than those advantages or benefits which may be permitted from time to time under Applicable Tax Legislation. In particular, no "advantage", as that term is defined in section 207.01 of the Act may be extended to you or any person with whom you do not deal at arm's length. You shall not engage in any transaction, investment, payment or transfer which is or may be an "advantage", an "RRSP strip" or a "swap transaction" as those terms are defined in subsection 207.01(1) of the Act. We will not make any payments out of the Plan except those specifically permitted under the provisions of these Terms and Conditions, or the Act or required by Tax Legislation or Applicable Law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Act, or such other payment or transfer which is or may be prohibited under Applicable Tax Legislation, or such other payment or transfer which is or may be prohibited or penalized under Applicable Tax Legislation.

We have no right of offset on the property held under the Plan in connection with any debt or obligation, outside these Terms and Conditions, owing to us.

The property held under the Plan cannot be pledged, assigned or in any way alienated as security for a loan or for any purpose other than that of providing for you and, as applicable, to your Spouse, commencing at maturity of the Plan, a Retirement Income. Any such pledge, assignment or alienation is void.

Except where permitted by law, the Plan Assets may not be used to satisfy a judgment against you and cannot be seized or attached.

10. Plan Operation

10.1 Transfers into the Plan

We shall accept only transfers of cash or Investments into the Plan that are in a form acceptable to us, as may be directed by you or on your behalf. Such cash or Investments may only be transferred from:

- (a) a "registered retirement savings plan" under which you are the annuitant;
- (b) another "registered retirement income fund" under which you are the annuitant;
- (c) a "registered retirement income fund" or "registered retirement savings plan" of which your Spouse or former Spouse is an annuitant, in accordance with a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between you and your Spouse or former Spouse in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership;
- (d) a registered pension plan of which you are a member as defined in subsection 147.1(1) of the Act;
- (e) a registered pension plan in accordance with subsection 147.3(5) or 147.3(7) of the Act;
- (f) you, to the extent only that the amount of the consideration was an amount described in subparagraph 60(1)(v) of the Act and any corresponding provisions of any other Applicable Tax Legislation;
- (g) a specified pension plan in circumstances to which subsection 146(21) of the Act applies; and
- (h) other sources that may be permitted from time to time by the Applicable Tax Legislation.

10.2 Investment Directions and Execution of Transactions

Instructions may be provided by you or any person designated by you to us and any person purporting to be you or a person designated by you, as to how the Plan Assets shall be invested and reinvested by us.

We may decline to act on any verbal or electronically transmitted direction if there is any doubt that the direction has been properly authorized or accurately transmitted.

It is your responsibility to ensure that any Investment is permitted under the Applicable Tax Legislation and does not result in any taxes or penalties being imposed thereunder. We will not be responsible for investments not authorized by the Applicable Tax Legislation.

We may hold any uninvested cash in our own deposit products and shall pay interest on the uninvested cash at such rates, as we alone shall determine.

10.3 Accounts

We will maintain an account in your name showing all transfers into the Plan, payments from the Plan, and all other transactions made at your direction. We shall forward to you, at least annually, an account statement. If an account statement is not received, you should contact us or your representative.

We shall provide you and, where applicable, your Spouse, with appropriate information slips for income tax purposes each year showing the total of the payments made to you from the Plan during the preceding calendar year and such other information regarding the Plan as may be required under the Applicable Tax Legislation.

10.4 Ownership and Voting Rights

We may hold any Investments in our own name, in the name of our nominee, in bearer form or in such other name as we may determine. We may generally exercise the power of an owner with respect to all stocks, bonds, mortgages or securities held by us for the Plan, including the right to vote or give proxies to vote in respect thereof and to pay any assessment, taxes or charges in connection therewith or the income or capital gains derived therefrom.

If you express in writing to us to exercise the powers of an owner, you will be appointed as an agent and attorney to exercise and deliver proxies and/or other instruments according to Applicable Law.



Terms and Conditions for Retirement Income Fund

10.5 Retirement Income

Commencing no later than the first calendar year after the year the Plan was established, we shall pay the Retirement Income to you, subject to the Applicable Tax Legislation and on the following terms:

- (a) Retirement Income may not be assigned in whole or in part;
- (b) Retirement Income to you shall be made in each year, in one or more amounts the aggregate of which is not less than the Annual Minimum Payment;
- (c) the amount of any such payment shall not exceed the value of the Plan Assets immediately before the time of the payment;
- (d) Retirement Income shall be made in such amounts and at such times as you may elect from time to time by written notice to us;
- (e) you will provide written instructions to us and any necessary documentation required by us to use the Plan Assets for the payment of Retirement Income; and
- (f) payments will be made net of all proper charges, including income tax required to be withheld under Applicable Tax Legislation.

If the Plan does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges. In order to make payments, we may have to withdraw, liquidate or sell all or part of one or more of the Investments prior to the maturity date of the Investment(s). We assume no liability for any losses that may result. Upon execution of the actions provided for above, we shall be released and discharged from any obligations we have in connection with the Plan.

10.6 Transfer from the Plan

Upon receipt of your written direction in the form and manner prescribed by the Applicable Tax Legislation, we shall transfer all or such portion of the Plan Assets, or an amount equal to its value at the time of such direction (other than property required to be retained in accordance with paragraph 146.3(2) (e.1) or paragraph 146.3(2)(e.2) of the Tax Act, as applicable), together with all information necessary for the continuance of the registered retirement income fund, to the person who is a "carrier" (as that term is defined in the Applicable Tax Legislation) who has agreed to be the carrier of another registered retirement income fund of yours.

Alternatively, you may direct us to transfer all or such portion of the Plan Assets, or an amount equal to its value at the time of such direction, in accordance with subsection 146.3(14.1) of the Tax Act to a registered pension plan described in that subsection.

Notwithstanding the foregoing, at all times, where the Annual Minimum Amount has not yet been withdrawn, we shall retain a sufficient portion of the Plan Assets to allow us to make a payment sufficient to ensure that such Annual Minimum Amount is paid for the year in accordance with paragraph 146.3(2) (e.1) or paragraph 146.3(2)(e.2) of the Tax Act, as applicable.

We shall take all steps necessary to effect any such transfer including the deduction of any fees to which we may be entitled and taxes, which may be required to be withheld.

Upon such transfer, we will have no liability to you with respect to the Plan Assets so transferred or with respect to any other obligations relating thereto.

10.7 Death of Annuitant

In the event of your death prior to making the final payment from the Plan, and upon receipt of satisfactory evidence of death and of the person or persons entitled to the Proceeds and such releases and other documents as we may reasonably require, we will:

- (a) if your Spouse has been designated the Successor Annuitant, continue the payments to your Spouse in accordance with the Retirement Income provisions;
- (b) sell Investments and distribute the Plan Assets to the Beneficiary, or in the absence of such designation, to your legal personal representatives.

Any payment or distribution is subject to withholding of such taxes as may be required, to deduction of fees and other amounts to which we may be entitled, to compliance with Applicable Tax Legislation and Applicable Law and to such other reasonable requirements as we may impose.

We will be fully discharged from all of our obligations in respect to the Plan upon payment to your legal personal representatives or the Successor Annuitant you designated under the latest designation of which we have actual notice at the time of payment.

10.8 Locked-in Retirement Accounts

If the Plan is a "locked-in plan" or similar arrangement governed by any Applicable Law regarding pensions, you must sign an Addendum that contains terms relating to the pension legislation.

Certain terms override terms of this Plan, however, if there is a conflict between the applicable pension legislation and the Applicable Tax Legislation, we will not contravene the Applicable Tax Legislation or do anything, which may result in a tax liability to us.

If locked-in assets have been transferred to the Plan in accordance with applicable pension legislation, such assets cannot be transferred to a life income fund or a locked-in retirement income fund because we and our affiliates do not administer such funds.

10.9 Marriage of Common-Law Partnership Breakdown

In the event of a breakdown of marriage or common-law partnership between you and your Spouse, any entitlement hereunder shall be subject to the laws of the appropriate jurisdiction relating to the distribution of property of Spouses on the breakdown of marriage or common-law partnership and subject to the Applicable Tax Legislation. If your Spouse or former Spouse is entitled to an amount under a decree, order or judgment of a competent tribunal or under a written agreement that relates to a division of property in settlement of a breakdown of marriage or common-law partnership, we will transfer that amount directly to a registered retirement savings plan or registered retirement income fund of your Spouse or former Spouse in accordance with subsection 146.3(14) of the Act.

11. Plan Administration

11.1 Amendments

We may from time to time at our discretion, amend the Plan Documents with the concurrence of the authorities administering the Applicable Tax Legislation, if required:

- (a) if the amendment is made for the purpose of satisfying a requirement of the Applicable Tax Legislation, without notice and without your consent;
- (b) in other cases, by giving thirty (30) days' notice in writing to you; provided, however, that any such amendments will not disqualify the Plan as a registered retirement income fund within the meaning of Applicable Tax Legislation.

11.2 Delegation

When executing Investment transactions, we may in our sole discretion, engage the services of investment dealers or brokers registered under the Applicable Law or our affiliates or subsidiaries to the extent that they are authorized by Applicable Law to engage in all or part of the trading activity.

Without detracting in any way from our responsibility, we may appoint agents and we may delegate to the agents the performance of administrative, transactional or other duties under these Terms and Conditions. We may engage accountants, lawyers, registered brokers or others and may rely on their advice and services. We may pay to any advisor or agent all or part of the fees received under the provisions of these Terms and Conditions Declaration.

We may engage one or more Canadian chartered banks or trust companies, investment dealers or registered brokers as a depository to hold some or all of the Plan Assets, provided that the depository may not offset against the Plan Assets, any debt or obligation owing to the depository. The Terms and Conditions of the engagement will comply with the Applicable Law.

11.3 Issuer powers to liquidate

We may liquidate Investments or may debit any of your accounts, notwithstanding that such account may thereby become overdrawn, to provide for payment of:

- (a) taxes required to be withheld;
- (b) our fees, expenses and disbursements; and
- (c) any other liabilities incurred by us arising out of or with respect to any of the Investments or anything done under the Plan Documents.

If you fail to direct us as to which Investments to liquidate or if any Investment so directed cannot be readily liquidated, we may sell such Investments of the Plan as we, in our sole discretion, determines is appropriate. If we are required to exercise such discretion, we may make an additional charge against the Plan.



Terms and Conditions for Retirement Income Fund

11.4 Issuer's Compensation

We will be entitled to compensation for our services and reimbursement of disbursements hereunder in accordance with the fee schedule provided to you, as it may from time to time be amended. We shall give at least sixty (60) days written notice to you of amendments to such schedule. All fees and reimbursement of disbursements provided for hereunder may be charged against and deducted from the Plan Assets at such time or times during each year as we may, in our absolute discretion, determine. Part of the Plan may be held as cash to pay the fees and other expenses relating to the Plan.

11.5 Limitation on Issuer Liability

You, the Successor Annuitant, any Beneficiary and your and their respective heirs, executors, personal representatives and assigns, if any, will at all times indemnify us and save us harmless in respect of:

- (a) any taxes, interest, penalties or charges levied or imposed on us in respect of the Plan;
- (b) all expenses, liabilities, claims and demands (including legal expenses on a solicitor/client basis), incurred by us in performing our duties under the Plan Documents other than as the result of our gross negligence or willful misconduct; or
- (c) any losses incurred by the Plan or us as a result of the purchase, sale or retention of any Investment, including, without limitation:
 - (i) the purchase of non-qualified investments and prohibited investments; and
 - (ii) the liquidation of Investments by us, and as a result of payments out of the Plan, including, without limitation, payments made to a non resident Annuitant or Beneficiary under the Plan.

We may be reimbursed for or may pay any such taxes out of the Plan Assets, as we, in our absolute discretion deem expedient.

Such amounts not recovered from the Plan will be paid to us forthwith upon written notice requesting such payment.

We shall not be liable for ascertaining whether any investment made on your direction is or remains a "qualified investment" for registered retirement income funds under the Applicable Tax Legislation, or whether any such property is not and continues not to be a "prohibited investment" under the Applicable Tax Legislation, or for any tax payable by you in respect of any non-qualified investment or by the Plan.

Notwithstanding the delegation of duties to an Agent and your responsibilities, the ultimate responsibility for the administration of the Plan remains with us.

11.6 Instructions

Unless otherwise required to be in writing pursuant to these Terms and Conditions, instructions concerning the RIF may be given in person at any of Home Bank's corporate offices, by telephone, through online banking (when available) or any other means provided by Home Bank. Any instructions given to us by telephone, online banking or other electronic means will be treated as if such instructions are written and signed instructions. A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

11.7 Notices

For the purposes hereof:

- (a) Notice given by us shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to you at the address shown on the Application or in such other Plan records as are reasonably accessible to us, and shall be deemed to have been received at the time of delivery or four business days after such mailing.
- (b) Notice given by you shall be considered sufficient if delivered personally, or mailed postage prepaid, to us at our principal office in the City of Toronto, in the Province of Ontario or to any other address as we may advise in writing, and shall be deemed to have been received by us when actually received by us.

11.8 Governing Law

This Plan is governed by and construed in accordance with the laws of the province where you reside and the laws of Canada applicable therein.

11.9 Submission to Jurisdiction

Without prejudice to the ability of any party to enforce the Plan Documents in any other proper jurisdiction, we and you irrevocably and unconditionally submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from these Terms and Conditions.

11.10 Language

The parties hereto have agreed that the Plan be established in English. Les parties ont demandé que le régime soit rédigé en anglais.